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BOARD OF SUPERVISORS

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July 14, 2015

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 July 14, 2015

PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE MASTER AGREEMENT WORK ORDERS FOR THE PROVISION OF
SUBSTANCE USE DISORDER SERVICES FOR THE
ASSEMBLY BILL 109 PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute Master Agreement Work Orders for the provision of Substance Use Disorder services for the Public Safety Realignment Act, Assembly Bill 109 Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute 12 Master Agreement Work Orders (MAWO or work orders), substantially similar to Exhibit I, for the provision of Substance Use Disorder (SUD) services for the Public Safety Realignment Act, Assembly Bill 109 (AB 109) Program with the agencies listed in Attachment A, effective August 1, 2015 through June 30, 2016 with an option to extend thereafter for two additional one-year terms through June 30, 2018, at a total maximum obligation of \$23,289,867 (as detailed in Attachment A), with the optional terms contingent upon the availability of funding and contractor performance and exercised through written notification from the Interim Director, or her designee, to the Contractor prior to the end of the work order term; 100 percent offset by AB 109 funding.
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the work orders identified in Recommendation 1 that provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable work order term, and make corresponding service

adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the work orders to: a) annually adjust Contractor's fee-for-service reimbursement rate(s) herein up to 10 percent of the existing rate if needed; any adjustments to the reimbursement rate may be applied to all MAWOs or to individual MAWOs based on a case-by-case analysis conducted by DPH to determine whether the cost to provide these services justifies a rate adjustment; and b) adjust the reimbursement rate(s) for Medication Assisted Treatment (MAT) services as the cost of the medication used to treat addiction to alcohol and narcotic drugs (Vivitrol) increases/decreases.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute 12 MAWOs as a result of a competitive Work Order Solicitation (WOS) for AB 109 Program services to reduce recidivism of individuals who have a history of criminal activity in conjunction with SUDs. Services will be provided to adult male and female probationers classified under AB 109 as Postrelease Supervised Persons (PSPs), Non-serious, Non-violent, and Non-sexual (N3), or N3 splits and referred to SUD treatment services by the Los Angeles County Department of Probation, the Los Angeles Sheriff's Department, or the Los Angeles County Superior Court. The target population may include, but is not limited to: the homeless, the elderly, those with a history of trauma, persons with disabilities, and persons with long-term medical conditions (i.e., HIV/AIDS, Tuberculosis, and Hepatitis).

Approval of Recommendation 2 will allow DPH to execute amendments to the work orders to increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable work order term, and make corresponding service adjustments, as necessary.

Recommendation 2 will also enable DPH to amend the work orders to allow for the provision of additional units of funded services that are above the service level identified in the work orders and/or the inclusion of unreimbursed eligible costs, based on the availability of funds. While the County is under no obligation to pay a contractor beyond what is identified in the executed work order, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum work order obligation as a result of receipt of additional funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

On November 19, 2013, your Board authorized DPH to adjust funding amounts in the work orders up to 10 percent; however, due to the nature of these services DPH is requesting additional authority.

Approval of Recommendation 3 will allow DPH to: a) adjust the fee-for-service contract rates on an annual basis based on a cost analysis, conducted by DPH accounting and finance staff, to determine whether the cost to provide these services justifies a rate adjustment; and b) make necessary adjustments to the reimbursement rate to reimburse contractors for the actual cost of the MAT services medication (Vivitrol) used to treat addiction to alcohol and narcotic drugs.

DPH is returning to your Board for approval of the MAWOs since this recommended action exceeds our current delegated authority to execute MAWOs that are less than \$500,000 annually.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the anticipated three-year term for the 12 MAWOs is \$23,289,867, for the period of August 1, 2015 through June 30, 2018, (\$7,763,289 annually); 100 percent offset by AB 109 funds. There is no net County cost associated with this action.

Funding for these MAWOs is included in DPH's fiscal year (FY) 2015-16 Recommended Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In April 2011, AB 109 transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. As of October 1, 2011, counties are responsible for supervising these offenders upon release from State prison. Inmates released from State prison to County supervision are referred to as PSPs. New county offenders charged with offenses that are considered N3s, and given a jail sentence and/or probation supervision, are referred to as N3s (jail sentence only) or N3 splits (jail sentence and probation supervision). In preparation, AB 109 required all California counties to establish a partnership consisting of public safety, mental health, public health, and other behavioral health stakeholders. In response, Los Angeles County created the Community Corrections Partnership that subsequently implemented a Post-release Community Supervision (PCS) plan. To promote community reintegration and reduce the risk of recidivism, the PCS required DPH Substance Abuse Prevention and Control (SAPC) to assist in providing PSPs access to SUD treatment services.

On August 21, 2012, your Board authorized implementation of a new contract structure that replaced 168 SUD services contracts with new consolidated SUD service contracts that included standardized rates, a new billing system, and implementation of the HCPCS codes per reimbursable services. All the SUD service categories were consolidated under one agreement per agency which allowed for the coordination of client services and to improve the SUD continuum of care.

On November 19, 2013, your Board authorized the execution of 44 Master Agreements for the provision of SUD services. The 44 SUD service Contractors were qualified in one or more of the following categories: 1) Outpatient Counseling Services; 2) Intensive Outpatient Treatment Services (formerly known as Day Care Habilitative Program Services); 3) Outpatient Narcotic Treatment Program Services; 4) Alcohol and Drug Free Living Centers; 5) Residential Treatment Services; 6) Medication Assisted Treatment; and 7) Residential Medical Detoxification Services (formerly known as Residential Detoxification Services).

The State of California Department of Health Care Services issued changes related to SUD services which required DPH to exercise Board delegated authority to execute amendments to six SUD Master Agreements to reflect a service category name change from "Residential Detoxification Services for Adults" to "Residential Medical Detoxification Services for Adults".

As required under Board Policy 5.120, your Board was notified on June 2, 2015 of DPH's request to

increase or decrease funding up to 25 percent above or below the annual base maximum obligation.

CONTRACTING PROCESS

On September 20, 2011, your Board authorized the Director of DPH, or his designee, to prepare, sign, and execute sole source agreements and/or amendments with certified and/or licensed alcohol and drug providers to support programs specifically designed for and/or currently serving clients who have previously been incarcerated, and provide substance abuse assessment and referral, residential treatment, outpatient counseling, and alcohol and drug free living centers services effective October 1, 2011 through June 30, 2012, with provision for two one-year renewal periods through June 30, 2014; 100 percent offset by AB 109 funding.

On September 4, 2012, your Board authorized the execution of agreements that consolidated various SUD services, including the AB 109 services referenced above, into one agreement per agency to allow for coordination of client services and to improve the SUD continuum of care.

On November 19, 2013, your Board delegated authority to the Director of DPH, or his designee, to execute MAWOs for services performed under the Master Agreements if a WOS results in MAWOs that are less than \$500,000 annually. If a WOS results in any MAWOs that are \$500,000 or more annually, DPH will return to your Board for approval of all the MAWOs recommended as a result of the WOS.

On October 8, 2014, DPH issued a SUD WOS for AB 109 Program Services (SUD-WOS-1) to the 43 DPH Master Agreement Contractors qualified to provide SUD services in one or more of the following categories: 1) Outpatient Counseling Services; 2) Intensive Outpatient Treatment Services; 3) Outpatient Narcotic Treatment Program Services; 4) Alcohol and Drug Free Living Centers; 5) Residential Treatment Services; 6) Medication Assisted Treatment; and 7) Residential Medical Detoxification Services. On November 6, 2014, DPH issued Addendum Number 1 which extended the Proposal due date and allowed DPH additional time to complete responses to Proposers' written questions received by the October 23, 2014 deadline. On November 12, 2014, DPH issued Addendum Number 2 which contained the Proposers' questions and responses and also amended the WOS to clarify specific sections.

By the due date of November 26, 2014, DPH received 30 proposals. One additional proposal was received late. Pursuant to the selection criteria established in the WOS, two proposals (including the proposal received late) were disqualified.

Proposals were reviewed by an Evaluation Committee that consisted of subject matter experts. Proposals were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009.

On December 29, 2014, DPH notified eight proposers that pursuant to the WOS, the Interim Director of DPH had authorized the rejection of all proposals submitted for the provision of treatment services under the Alcohol and Drug Free Living Centers (ADFLC) SUD service category. DPH notified the affected Proposers that these services will be accessed through the Los Angeles County Probation Department Comprehensive Services contract which offers navigation, housing, case management, and employment services. The rejection of proposals for ADFLC services did not negatively impact proposals submitted for other SUD service categories. Funds originally allocated to support ADFLC services were reallocated to support Outpatient Counseling Services.

As a result of the evaluation process, DPH is recommending a MAWO award to 12 agencies. The recommended proposers received the highest score(s) per service category, with consideration given to geographic distribution of funds.

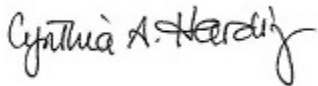
Attachment A provides a list of the 12 recommended agencies. These agencies met all the requirements and were found to be responsible and responsive.

Sixteen (16) debriefings were conducted. Four (4) Proposers submitted a timely Notice of Intent to request a Proposed Contractor Selection Review (PCSR). Two (2) Proposers subsequently requested a PCSR. Upon review, DPH determined that the assertions were unsubstantiated. One (1) Proposer subsequently requested a County Independent Review (CIR). A CIR was conducted by the Internal Services Department who determined that the assertions have no merit. The CIR findings report was provided to the Proposer on June 30, 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to provide SUD services to PSPs, N3s, and N3 splits in Los Angeles County who have a history of criminal activity with the majority at high risk for recidivism.

Respectfully submitted,



Cynthia A. Harding, M.P.H.

Interim Director

CAH:st
BL#03106

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
ASSEMBLY BILL 109 PROGRAM SERVICES

ATTACHMENT A

#	Proposer Name	Service Category	Recommended Funding (SD 1)	Recommended Funding (SD 2)	Recommended Funding (SD 3)	Recommended Funding (SD 4)	Recommended Funding (SD 5)	TOTAL ALLOCATION
1	Alcoholism Center for Women	RS	\$45,083	\$0	\$0	\$0	\$0	\$45,083
							TOTAL	\$45,083
2	Behavioral Health Services, Inc.	OC	\$209,512	\$44,273	\$61,487	\$179,907	\$0	\$495,179
		IOT	\$69,967	\$0	\$0	\$61,571	\$0	\$131,538
		RS	\$806,267	\$1,610	\$0	\$298,208	\$176,716	\$1,282,801
		MAT	\$62,836	\$47,844	\$6,613	\$33,065	\$0	\$150,358
		RDTX	\$207,757	\$158,187	\$25,408	\$127,206	\$0	\$518,558
							TOTAL	\$2,578,434
3	Grandview Foundation	RS	\$0	\$0	\$0	\$0	\$484,723	\$484,723
							TOTAL	\$484,723
4	Homeless Health Care LA	OC	\$194,720	\$0	\$0	\$0	\$0	\$194,720
							TOTAL	\$194,720
5	Los Angeles Centers for Alcohol and Drug Abuse	OC	\$51,994	\$0	\$0	\$99,430	\$0	\$151,424
		IOT	\$62,785	\$0	\$0	\$19,711	\$0	\$82,496
		RS	\$0	\$0	\$0	\$492,662	\$0	\$492,662
							TOTAL	\$726,582
6	National Counsel on Alcohol and Drug Dependence of East San Gabriel and Pomona Valleys, Inc.	OC	\$0	\$0	\$0	\$0	\$320,158	\$320,158
							TOTAL	\$320,158
7	Phoenix House	OC	\$0	\$0	\$99,252	\$0	\$0	\$99,252
		IOT	\$0	\$0	\$57,526	\$0	\$0	\$57,526
		RS	\$0	\$0	\$559,728	\$0	\$0	\$559,728
		MAT	\$0	\$0	\$15,116	\$0	\$0	\$15,116
							TOTAL	\$731,622
8	Principles, Inc. dba Impact Drug and Alcohol Treatment Center	RS	\$0	\$0	\$0	\$0	\$245,003	\$245,003
		RDTX	\$0	\$0	\$0	\$0	\$145,795	\$145,795
							TOTAL	\$390,798
9	Protopyes	RS	\$440,329	\$0	\$0	\$0	\$0	\$440,329
							TOTAL	\$440,329

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
ASSEMBLY BILL 109 PROGRAM SERVICES

ATTACHMENT A

#	Proposer Name	Service Category	Recommended Funding (SD 1)	Recommended Funding (SD 2)	Recommended Funding (SD 3)	Recommended Funding (SD 4)	Recommended Funding (SD 5)	TOTAL ALLOCATION
10	San Fernando Valley Community Mental Health Center, Inc.	OC	\$0	\$0	\$36,959	\$0	\$0	\$36,959
							TOTAL	\$36,959
11	Shields for Families	OC	\$0	\$303,098	\$0	\$0	\$0	\$303,098
		IOT	\$0	\$101,078	\$0	\$0	\$0	\$101,078
		RS	\$0	\$981,879	\$0	\$0	\$0	\$981,879
							TOTAL	\$1,386,055
12	Tarzana Treatment Center	IOT	\$0	\$0	\$0	\$0	\$93,160	\$93,160
		ONTP	\$61,287	\$46,664	\$26,558	\$37,525	\$43,009	\$215,043
		MAT	\$0	\$0	\$5,500	\$5,408	\$44,095	\$55,003
		RDTX	\$0	\$0	\$64,620	\$0	\$0	\$64,620
							TOTAL	\$427,826
ANNUAL GRAND TOTAL								\$7,763,289
3 year total								\$23,289,867

Outpatient Counseling (OC)
Intensive Outpatient Treatment (IOT)
Outpatient Narcotic Treatment Program (ONTP)
Residential Treatment Services (RS)
Medicated Treatment Services (MAT)
Residential Medical Detoxification Services (RDTX)

Master Agreement Number: _____

Work Order Number: _____

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH
MASTER AGREEMENT WORK ORDER
FOR
ASSEMBLY BILL 109 SUBSTANCE USE DISORDER SERVICES
[CONTRACTOR]

This Master Agreement Work Order and Attachments made and entered into this _____ day of _____, 2015 by and between the County of Los Angeles, Department of Public Health (DPH), hereinafter referred to as County and [CONTRACTOR], hereinafter referred to as Contractor. Contractor is located at [ADDRESS].

RECITALS

WHEREAS, on November 19, 2013 County of Los Angeles and [CONTRACTOR], entered into Master Agreement Number [PH-####] to provide Substance Use Disorder (SUD) services; and

WHEREAS, Contractor submitted a response to Work Order Solicitation (WOS) Number SUD-WOS-1 released by County on October 8, 2014 for Assembly Bill 109 Program Services (AB 109 Program Services); and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Master Agreement Work Order (MAWO) and under the terms and conditions herein set forth; and

WHEREAS, all terms of the Master Agreement [PH-####] shall remain in full force and effect; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, and F are attached to and form a part of this MAWO. In the event of any conflict or inconsistency in the definition or interpretation of any

work, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement, MAWO, and then to the Attachments according to the following priority.

Standard Attachments:

- 1.1 Attachment A - Statement of Work
- 1.2 Attachment B - Facility Directory/Service Sites
- 1.3 Attachment C - Budget (Service Reimbursement Matrix for AB109 Program Services)
- 1.4 Attachment D - Certification of No Conflict of Interest
- 1.5 Attachment E - Certification of Employee Status
- 1.6 Attachment F - County's/Contractor's Administration for this MAWO

2.0 WORK

- 2.1 Contractor has been approved, under this MAWO, to provide services in the following category(ies): [List Categories]
- 2.2 Pursuant to the provisions of this MAWO, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work, including Exhibits and shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this work order.
- 2.3 Depending on Contractor approved categories identified in Paragraph 2.1, and to the extent allowable under the AB 109 program and/or funding requirements, Contractor shall be responsible for stepping down or stepping up participants from one level of treatment to another based on clinical assessment.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO shall commence on July 1, 2015 and continue in full force and effect through June 30, 2016, unless sooner terminated or extended, in whole or

in part, as provided in this MAWO. County has the sole option to extend the term for two (2) additional one-year terms through June 30, 2018. The option and extension shall be exercised at the sole discretion of the Interim Director through written notification from the Interim Director, or her designee, to Contractor prior to the end of the term.

4.0. ALTERATIONS OF TERMS/AMENDMENTS TO MAWO

No addition to, or alteration of, the terms of this MAWO, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this MAWO which is formally approved and executed by the parties in the same manner as this MAWO.

- 4.1 For any change where the County's Board of Supervisors has delegated authority to the Interim Director to execute amendments to the work orders that provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable work order term, and make corresponding service adjustments, as necessary, may be accomplished by an administrative amendment executed by the Interim Director or her designee.
- 4.2 For any change where the County's Board of Supervisors has delegated authority to the Interim Director to execute amendments to the work order to:
 - a) annually adjust Contractor's fee-for-service reimbursement rate(s) herein up to 10 percent of the existing rate if needed; any adjustments to the reimbursement rate may be applied to all MAWOs or to individual MAWOs based on a case-by-case analysis conducted by DPH to determine whether the cost to provide these services justifies a rate adjustment; and b) adjust the reimbursement rate(s) for Medication Assisted Treatment (MAT) services as the cost of the medication used to treat addition to alcohol and narcotic drugs (Vivitrol) increases/decreases, may be accomplished by a change notice executed by the Interim Director or her designee.

5.0 CONTRACT BUDGET

Contractor shall provide AB 109 program services at the specified rates in Attachment C, Budget (Service Reimbursement Matrix for AB109 Program Services).

6.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Interim Director may cancel this MAWO, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Interim Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such, an Amendment to the MAWO shall be prepared by Interim Director and executed by Contractor and by the Interim Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.1 Amendments.

7.0 FUNDING SOURCE

Provision of services under this MAWO for AB 109 Program Services are 100 percent offset by Public Safety Realignment Act of 2011, Assembly Bill 109.

8.0 MAXIMUM TOTAL AMOUNT AND PAYMENT

- 8.1 Effective July 1, 2015 through June 30, 2016, the Maximum Total Amount that County will pay Contractor for all Services to be provided under this MAWO for AB 109 Program Services shall not exceed [Spell out the dollar amount] (\$XX,XX)], unless otherwise revised or amended under the terms of this MAWO.
- 8.2 If MAWO is extended, effective July 1, 2016 through June 30, 2017, the Maximum Total Amount that County will pay Contractor for all Services to be provided under this MAWO for AB 109 Program Services shall not exceed [Spell out the dollar amount] (\$XX,XX)], unless otherwise revised or amended under the terms of this MAWO.
- 8.3 If MAWO is extended, effective July 1, 2017 through June 30, 2018, the Maximum Total Amount that County will pay Contractor for all Services to be provided under this MAWO for AB 109 Program Services shall not exceed [Spell out the dollar amount] (\$XX,XX)], unless otherwise revised or amended under the terms of this MAWO.
- 8.4 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget (Service Reimbursement Matrix

for AB109 Program Services), attached hereto and incorporated herein by reference.

- 8.5 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work, notwithstanding the fact that total payment from County shall not exceed the Maximum Total Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities.

9.0 INVOICE AND PAYMENTS

Contractor shall invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO. Contractor shall invoice County for services on a provisional fee-for-service basis, in accordance to Attachment C, Budget (Service Reimbursement Matrix for AB109 Program Services).

Invoices under this MAWO shall be submitted to SAPC Encounter Billing System.

Fee-For-Service Reimbursement

Each invoice submitted by Contractor shall specify:

- County MAWO and Contractor's Master Agreement numbers;
- Period (Month) of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Patient demographic information such as name, gender, identifier, etc. as well as service provided information such as type of service, unit of service, date of service, reimbursement rates, etc.;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance;
- The total amount of the invoice.

While payments shall be made in accordance with the provisional fee-for-service rate(s) set out in the budget(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the budget (s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by contractor, in no event will the County pay or be obligated to pay Contractor more than the fees for the units of service provided up to the contract maximum obligation.

Upon expiration or prior termination of this MAWO, Contractor shall submit to SAPC Encounter Billing System, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to County within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

10.0 CONFLICT OF INTEREST

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MAWO, further described in Master Agreement, Paragraph 8.10 Conflict of Interest.

11.0 MANDATORY COMPLETION DATE

Contractor shall provide all services no later than the Completion Date identified in the Statement of Work, Attachment A. Contractor shall ensure all services have been performed by such date.

12.0 SERVICES

In accordance with Master Agreement, Paragraph 3.0, Work, Subparagraph 3.3, Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that exceeds the Total Maximum Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

13.0 QUALITY ASSURANCE PLAN

County may use, but not be limited to, the following tools to evaluate the Contractor's performance under this MAWO:

13.1 Master Agreement, Paragraph 8.19 County's Quality Assurance Plan

13.2 Master Agreement, Paragraph 9.20, Performance Benchmarks and Dashboards

13.3 MAWO, Statement of Work, Paragraph 13.0, Quality Control

13.4 Regular Meetings

Contractor is required to attend the scheduled regular meetings set up by County's Program Manager or designee.

13.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

13.6 Training and Technical Assistance

Staff will attend trainings and receive technical assistance to ensure that evaluation and quality management activities and protocols are being properly implemented.

14.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the MAWO. The Plan shall be submitted to the designated County Program Manager or designee for review. The plan shall include, but may not be limited to, the following:

- 14.1 Method of monitoring to ensure that MAWO requirements are being met;
- 14.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

15.0 SPECIFIC WORK AND PERFORMANCE REQUIREMENTS

- 15.1 Contractor shall adhere to all work and performance requirements as listed in the following County documents:
 - a. SAPC's Service Reimbursement Matrix for AB 109 Program Services (Attachment C);
 - b. Statement of Work General Definitions as described in Exhibit A1;
 - c. HCPCS Code, Definition of Services, Standards of Care and Staffing, as described in Exhibit A2 of this MAWO;
 - d. Specific Services to be Provided, as described in Exhibit A3 of this MAWO;

- e. Treatment Program Procedures for the Operation of Public Safety Realignment Act (Assembly Bill 109) Post-release Community Supervision, as described in Exhibit A4 of this MAWO;
- f. Any and all procedures formulated and adopted by Contractor, and approved by County;
- g. Performance Requirements or other program requirements, including Bulletins for all programs, set forth by County.

15.2 Evidence-based Practices

- a. Contractor is required to select interventions, services, activities, and/or programs that have been adequately substantiated by evidence/research to impact substance use and related outcomes. This includes 1) evidence-based programs or curricula (where applicable, specific to gender, age, or other groups) categorized under substance abuse treatment or co-occurring substance abuse/mental health disorders on the National Registry of Evidence-based Programs and Practices; and 2) where the program or curricula is not a recognized best practice/model program (as described in one above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes.
- b. Failure to incorporate evidence-based practices in the Contractor's curriculum may constitute a breach of this MAWO, and may result in a funding reduction up to and including MAWO termination.

16.0 EVALUATION OF SERVICES

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's Exhibit A, Statements of Work and its attachments (Specific Services to be Provided and Service Definitions, Standards of Care), and incorporated herein by reference.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of

staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion or enhancement of the Los Angeles County Participant Reporting System (LACPRS) for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System (LACES) or an enhanced replacement system, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments provided such training, data collection, reporting, standardized evaluation and outcome reporting instruments have been discussed by the LACES Advisory Group, shared with all contracted providers, and consideration of comments received from contracted providers. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of this MAWO and this MAWO may be terminated by County.

17.0 EMERGENCY MEDICAL TREATMENT (FOR RESIDENTIAL SERVICES ONLY)

Participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to Contractor hereunder. Contractor shall have a current written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be submitted to County within thirty (30) calendar days of any changes of licensed medical facility.

18.0 STAFFING

Contractor shall operate continuously throughout the term of this MAWO with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this MAWO. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60)

calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the County.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Statement(s) of Work (SOW) incorporated in this MAWO.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the cultural and linguistic needs of any special population group being served.

During the term of this MAWO, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this MAWO, Contractor shall, prior to filling said vacancy, notify County about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this MAWO. Contractor shall be responsible for the training of appropriate employees concerning applicable federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by County, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, treatment, and support personnel. Participation of administrative, treatment, and support personnel in training/staff development should include in-service activities, such as case conferences for treatment staff, which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., treatment and support personnel) with a minimum of twenty (20) hours of training during the Contract period. For treatment staff, training received through State -approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Contract period of less than

a full fiscal year. All training received during the term of this MAWO shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration (including name and address of the certifying organization certification and certification/license expiration date) shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

- a. Detoxification and Residential Services: If detoxification or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Work Order, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

All Contractor's staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

- b. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition.

Contractor shall include this prohibition policy as part of an overall participant's rights statement given to the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits SUD treatment services.

- c. Contractor shall designate at least one staff as the "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT, REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY
COUNSEL

By: _____
Cynthia A. Harding, M.P.H.
Interim Director

ADMINISTRATION:

Department of Public Health

Date: _____

By _____
Patricia Gibson, Chief
Contracts and Grants Division

By: _____
CONTRACTOR

Signed: _____

Printed: _____

Title: _____